

Note to File
September 20, 2010

1. Valora Baskerville advised me this morning that she had received a call approximately two weeks ago from Council Member Bill Moody offering LaborReady (his employer) to provide janitorial services to Willett Hall by contract.

- Valora agreed to meet him this morning (9/20) at Willett Hall to receive his proposal. She advised him that Willett Hall contracted with LaborReady for janitorial services several years ago but terminated the contract for non-performance. A LaborReady janitor refused to clean up vomit from the bathroom floor. Mr. Moody was not employed by LaborReady at that time.
- Valora also advised Mr. Moody that since the termination of the LaborReady contract several years ago, she had employed part-time janitorial staff on an hourly basis. They work for \$8/hr and are on-call for as little as one hour at a time. She advised him that compared to a temp service contract such as LaborReady, the part-time staff arrangement has served us more reliably and for less expense. She advised that she would nevertheless review his unsolicited proposal.
- Mr. Moody did not show up at Willett Hall this morning to present his proposal. He called later in the day to say that he would bring by a proposal tomorrow (9/21).
- Valora stated that aside from the performance and expense reasons, she was well aware that there would be a potential conflict of interest in procuring services from an elected official.

2. Nancy Perry advised me this afternoon that she received a call from Mr. Moody. He asked several questions about the status of the CMV project, which she thought was unusual because he had never in her tenure as Museums Director ever called to discuss anything. Eventually he asked her if she had considered procuring janitorial services. Specifically he asked if she would consider his company, LaborReady. Nancy stated that she responded that janitorial services would be handled by Properties Management, not directly by the Museum Department.

BG

...the King of Clean

The King of Clean

Jani-King
The King of Clean®

Jani-King
The King of Clean®
COMMERCIAL CLEANING SERVICES

Official
Cleaning Company
of the PGA TOUR



Jani-King of Hampton Roads
3290 Airline Blvd.
Portsmouth, VA 23701
(757) 424-7701
(757) 424-7680 Fax

Bill Moody, Jr
Vice President of Sales
Cell (757) 450-9186
bmoody@janikinghr.com



Jani-King of Hampton Roads
3290 Airline Blvd
Portsmouth VA 23701
(757) 424-7701
Fax: (757) 424-7680

September 14, 2010

United States

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Knoxville • Las Vegas
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Argentina

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Brazil

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Toronto

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France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Ms. Baskerville

WILLETT HALL

3701 Willet Drive

Portsmouth, VA 23707

Dear Ms. Baskerville:

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your facility.

JANI-KING appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program, along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

- *All Labor*
- *All Supervision*
- *All Materials and Cleaning*
- *All Payroll, Payroll Taxes, Insurance, etc.*

Each **JANI-KING** franchisee is fully covered by an insurance program that protects you in several ways. The Blanket Employee Dishonesty Bond, General Liability and Workers' Compensation coverage's provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions of **JANI-KING** personnel.

Please contact me direct for additional information regarding our proposal. I can be reached at (757) 424-7701.

Trusting we may be of service,

Bill Moody, Jr.

Vice President of Sales

Jani-King of Hampton Roads

bmood@janikinghr.com

JANI-KING FRANCHISING CONCEPT

I would like to introduce JANI-KING to you and your company. JANI-KING is a commercial cleaning service, in the business since 1969, which is dramatically changing maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication, and little concern about a job well done. We realized that the work will be performed only as well as the individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

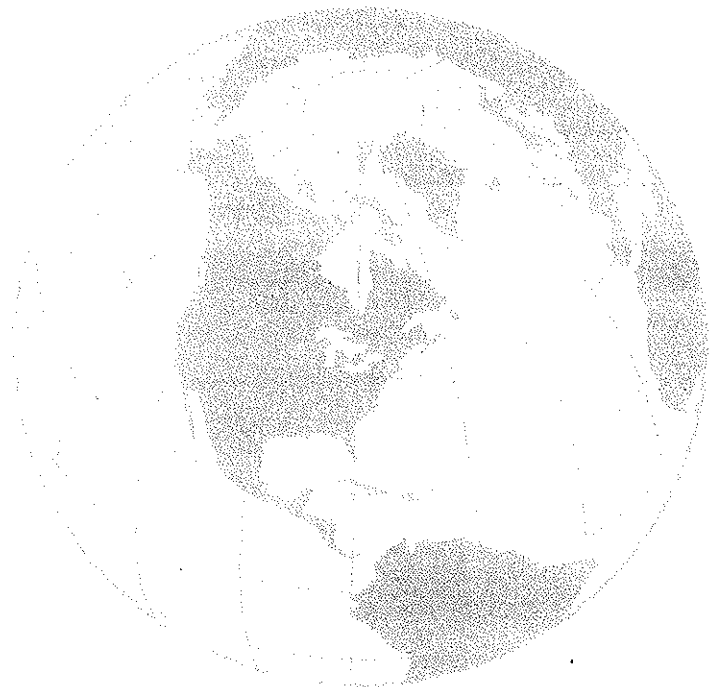
We looked for an individual who would care as much about your building as you do. Because we could not provide this individual with ownership in your company or building, which would surely promote the quality and concern we were looking for, we offered that individual ownership in a business of their own - a **JANI-KING FRANCHISE**.

*The **JANI-KING FRANCHISING CONCEPT** has enabled us to provide buildings throughout the country, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.*

*Each **JANI-KING AUTHORIZED FRANCHISEE**, has successfully completed an extensive training program and as a member of our team has the procedures, personnel, equipment, insurance bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern...the dedication to your building...cannot be equaled.*

I have enjoyed sharing our program with you, as it has been the answer to cleaning problems faced by building managers throughout the country.

Please do not hesitate to call us for any additional information you might need.



Jani-King[®]

Credo

... "To provide every Jani-King Franchisee the opportunity to be successful in a business of their own."

... "To provide to our customers a level of service unequalled in the cleaning industry."

... "To create a cooperative atmosphere in all areas that reflects the personality of a successful, vibrant, enthusiastic company."

... "To develop an organization that will encourage all people to prosper and grow to their full potential."



GENERAL PROCEDURES

I. *SUPERVISION*

A.) JANI-KING will stay in close contact with the management concerning all work performed.

B.) All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.

C.) JANI-KING will check regularly as to performance and ability to maintain **JANI-KING** standards.

II. *WAGE SCALE*

A.) All personnel will be paid no less than minimum scale as required by Federal Law.

B.) Work hours, workweek, job methods, procedures, pay periods and pay scale will be thoroughly explained to all personnel.

III. *SECURITY PROCEDURES AND INSURANCE*

A.) A file is set up and maintained on all **JANI-KING** franchisees.

B.) JANI-KING will work closely with management in regard to the use of acceptable personnel.

C.) Personnel will check to ensure that the building is properly secured before they leave the building.

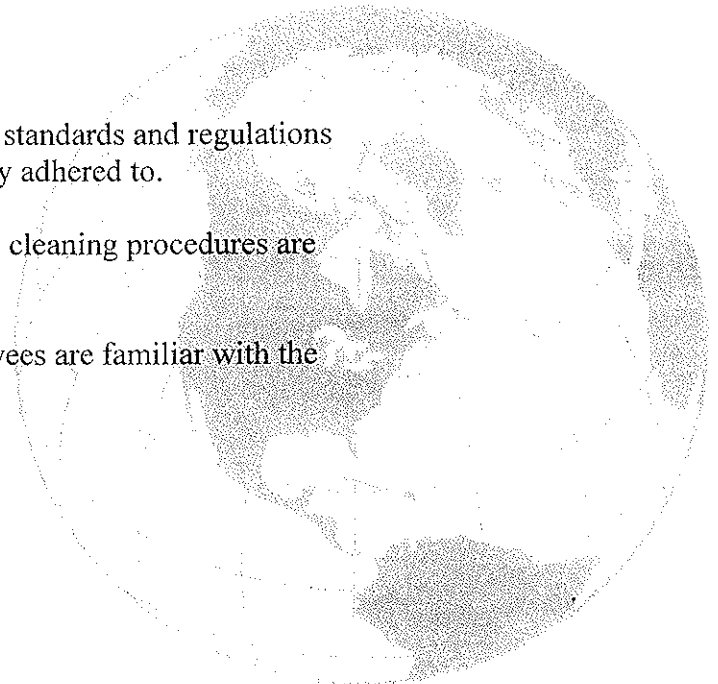
D.) JANI-KING will provide all necessary insurance and bonds on all its personnel.

IV. *SAFETY PROCEDURES*

A.) JANI-KING will ensure that all OSHA standards and regulations concerning blood borne pathogens are strictly adhered to.

B.) JANI-KING will ensure that all general cleaning procedures are performed in a safe manner.

C.) JANI-KING will ensure that all employees are familiar with the content of required MSD sheets.





CERTIFICATE OF LIABILITY INSURANCE

8/1/2010

DATE (MM/DD/YYYY)

12/30/2008

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED C&C FRANCHISING, INC.
1303476 D/B/A JANI-KING OF HAMPTON ROADS
AND ITS AUTHORIZED FRANCHISEES
3290 AIRLINE BLVD.
PORTSMOUTH VA 23701

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Liberty Mutual Fire Insurance Company

23035

INSURER B: Liberty Insurance Corporation

42404

INSURER C: American Guarantee and Liab. Ins. Co.

26247

INSURER D:

INSURER E:

COVERAGES C&CFR01 E2

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TB2-691-448031-020	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-691-448031-030	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	AUC5327480-06	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC7-691-448031-010	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER PROPERTY DAMAGE	TB2-691-448031-020	1/1/2010	1/1/2011	PER OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
A	THEFT OF PROPERTY PROPERTY	YT2-L9L-448265-019	5/1/2009	8/1/2010	\$300,000 \$1,020,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

3624362

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "C&CFR01".

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between C & C Franchising, Inc d/b/a Jani-King of Hampton Roads ("Jani-King") and WILLETT HALL ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 2 _____.
- 1.2. The term of this Agreement shall be for ONE (1) year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A of this Agreement.
- 1.5. Jani-King agrees to provide the Service to the Named Areas FIVE (5) times per week on the days circled:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or representatives of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1: In the event Jani-King is forced to file a lawsuit to enforce its rights hereunder or incurs fees and costs in the defense of any action filed against it by Client, Client agrees to pay, in addition to all other sums allowed by law, the actual attorneys fees paid by Jani-King in such action, or 33.3 % of the amount owed to Jani-King as and for attorneys fees, whichever is greater. Client shall also pay Jani-King all court costs and other litigation costs such as travel expenses and expert witness fees incurred in the prosecution or defense of such action.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 20____.

C & C Franchising, Inc. d/b/a Jani-King of Hampton Roads, Inc.	<u>WILLETT HALL</u> Client Name
_____ Signature of Jani-King's Authorized Agent	_____ Signature of Client's Authorized Agent
Raymond D. Batton III Print Name/Title	_____ Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
3290 Airline Blvd	3701 Willet Drive
Address	Address
Portsmouth, VA 23701	Portsmouth, VA 23707
City, State, ZIP	City, State, ZIP

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean Option, Pricing Schedule, Additional Cleans Option
Cleaning Schedule

Location(s) Where Services Will Be Performed:

Named Areas:

Street: 3701 Willet Drive
Street:
City: Portsmouth
State/Zip code: VA, 23707
Building Name(s): WILLETT HALL

A.	Foyers, Stage, Backstage, Dressing Rooms, Seating Areas, Offices, Meeting Room, and Concession Areas.
B.	Restrooms
C.	
D.	
E.	

Per Visit Cleaning

A. Named Areas

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Jani King to furnish trash receptacle liners)
2. Damp wipe all horizontal surfaces to remove glass/cup rings and spillage as needed.
3. Dust telephones.
4. Spot clean partition glass and Clean mirrors.
5. Thoroughly vacuum all carpeting taking care to get into corners, along edges, and beneath furniture. Jani-King is not responsible for the removal of staples.
6. Dust mop hard surface floors with a treated dust mop.
7. Damp mop hard surface floors to remove any spillage from soiled areas.
8. Clean and polish drinking fountain(s).
9. Thoroughly dust surfaces of desktops, files, windowsills, chairs, tables, pictures, and all manner of furnishings. Client must remove items from desk.
10. Police building entrances.
11. Empty cigarette urns replacing sand as necessary.
12. Damp wipe entrance and lobby metal and fingerprints on entrance glass.

B. Restrooms

1. Stock towels, tissue, and hand soap. (Jani King to furnish)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.

Weekly Cleaning

A. Named Areas

1. Remove fingerprints and marks from around light switches and door frames.
2. Wipe off exterior of microwave.
3. Dust all vertical surfaces of desks, file cabinets, chairs, tables, and other furniture.
4. Buff hard surface floors to present the best possible appearance.
5. Complete all high dusting not reached in the above mentioned cleaning.
6. Vacuum all upholstered furniture.
7. Feather dust all blinds.
8. Damp wipe telephones with disinfectant.

****No electrical equipment will be dusted, moved, unplugged, turn on/off, or disconnected unless tenant specifically arranges for the housekeeping to do so****

INITIAL CLEAN OPTION

Upon Client's authorization below, the following services will be performed for the fee listed below (tax not included):

FLOORS

- Hard Surface - Machine scrub, rinse and apply new finish to all hard surface flooring, exercising care to get into corners and along edges.
- Carpet - Extract all carpeting, taking care to get into corners and along edges.
- Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these operations.

OFFICES

- Thoroughly damp wipe vertical and horizontal surfaces, including desks, files, window sills, tables, chairs, telephones and calculators.
- Perform all high dusting of light fixtures, air diffusers and door frames.
- Wash trash receptacles with disinfectant.

RESTROOMS

- Scour and sanitize all basins, toilets, urinals and showers, inside and out.
- Polish all bright work, attempting to remove lime and mineral deposits.
- Wash all partitions with an industry standard disinfectant.
- Wash trash receptacles, using a disinfectant.

Client's Authorizing Signature	Initial Clean Price: \$
Print Name/Title	Initial Clean To Be Performed On or Before: _____ (not to exceed 30 days from the date of this Agreement)

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the per event charge of:

Four Hundred Fifty-Six Dollars and 32/100 (\$456.32) (Tax Not Included)

****Day Porter will be charged at an additional \$14.00 per hour****

Client's Authorizing Signature	Jani-King Signature
Print Name/Title	<u>Bill Moody, Jr / Vice President of Sales</u> Print Name/Title

ADDITIONAL CLEANS OPTION

By authorizing below, the following services will be performed for the additional fee listed below for each service:

Carpet Shampoo	\$ _____ per square foot (\$50 minimum)	Initial To Authorize _____
Strip, reseal and refinish tile floors	\$ _____ per square foot (\$75 minimum)	Initial To Authorize _____
Window Washing (Interior)	\$ _____ per square foot of surface glass	Initial To Authorize _____
Window Washing (Exterior)	\$ _____ per square foot of surface glass	Initial To Authorize _____



Jani-King of Hampton Roads
3290 Airline Blvd
Portsmouth VA 23701
(757) 424-7701
Fax: (757) 424-7680

September 14, 2010

United States

Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
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Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Ms. Baskerville

WILLETT HALL

3701 Willet Drive

Portsmouth, VA 23707

Dear Ms. Baskerville:

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your facility.

JANI-KING appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program, along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

- *All Labor*
- *All Supervision*
- *All Materials and Cleaning*
- *All Payroll, Payroll Taxes, Insurance, etc.*

Each **JANI-KING** franchisee is fully covered by an insurance program that protects you in several ways. The Blanket Employee Dishonesty Bond, General Liability and Workers' Compensation coverage's provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions of **JANI-KING** personnel.

Please contact me direct for additional information regarding our proposal. I can be reached at (757) 424-7701.

Trusting we may be of service,

Bill Moody, Jr.

Vice President of Sales

Jani-King of Hampton Roads

bmoody@janikinghr.com

GENERAL PROCEDURES

I. *SUPERVISION*

- A.) **JANI-KING** will stay in close contact with the management concerning all work performed.
- B.) All **JANI-KING** personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C.) **JANI-KING** will check regularly as to performance and ability to maintain **JANI-KING** standards.

II. *WAGE SCALE*

- A.) All personnel will be paid no less than minimum scale as required by Federal Law.
- B.) Work hours, workweek, job methods, procedures, pay periods and pay scale will be thoroughly explained to all personnel.

III. *SECURITY PROCEDURES AND INSURANCE*

- A.) A file is set up and maintained on all **JANI-KING** franchisees.
- B.) **JANI-KING** will work closely with management in regard to the use of acceptable personnel.
- C.) Personnel will check to ensure that the building is properly secured before they leave the building.
- D.) **JANI-KING** will provide all necessary insurance and bonds on all its personnel.

IV. *SAFETY PROCEDURES*

- A.) **JANI-KING** will ensure that all OSHA standards and regulations concerning blood borne pathogens are strictly adhered to.
- B.) **JANI-KING** will ensure that all general cleaning procedures are performed in a safe manner.
- C.) **JANI-KING** will ensure that all employees are familiar with the content of required MSD sheets.



Code of Virginia, Title 2.2 Chapter 31 "State and Local Government Conflict of Interest Act"

§ 2.2-3107. Prohibited contracts by members of county boards of supervisors, city councils and town councils.

A. No person elected or appointed as a member of the governing body of a county, city or town shall have a personal interest in (i) any contract with his governing body, or (ii) any contract with any governmental agency that is a component part of his local government and which is subject to the ultimate control of the governing body of which he is a member, or (iii) any contract other than a contract of employment with any other governmental agency if such person's governing body appoints a majority of the members of the governing body of the second governmental agency.

B. The provisions of this section shall not apply to:

1. A member's personal interest in a contract of employment provided (i) the officer or employee was employed by the governmental agency prior to July 1, 1983, in accordance with the provisions of the former Conflict of Interests Act, Chapter 22 (§ 2.1-347 et seq.) of Title 2.1 as it existed on June 30, 1983, or (ii) the employment first began prior to the member becoming a member of the governing body;

2. Contracts for the sale by a governmental agency of services or goods at uniform prices available to the public; or

3. A contract awarded to a member of a governing body as a result of competitive sealed bidding where the governing body has established a need for the same or substantially similar goods through purchases prior to the election or appointment of the member to serve on the governing body. However, the member shall have no involvement in the preparation of the specifications for such contract, and the remaining members of the governing body, by written resolution, shall state that it is in the public interest for the member to bid on such contract.

(1987, Sp. Sess., c. 1, § 2.1-639.7; 2001, c. [844](#).)

City of Portsmouth Charter

Sec. 3.11. Councilmen prohibited from furnishing city anything requiring payment. No member of the city council shall be allowed to furnish any goods or services except services as a member of council to the city for which he received any consideration in money or otherwise, either directly or indirectly, under penalty of the forfeiture of his office as councilman, as well as forfeiture of the consideration involved; and any person making under oath a charge of this nature before any judge of the circuit court shall cause

the accused councilman to show cause why he should not be removed; and if such charge is sustained, the said judge shall remove him from office.
(Acts 1974, Ch. 256, § 1)